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Fill	n this information to identify your c	ase:							
	tor 1 Sharyn G. C								
ı	tor 2								
Unit	ed States Bankruptcy Court for the	EASTERN DISTRICT	OF VIRGINIA		_				
	e number 14-36563		_			Check if this is:			
(If known)						■ An amende	d filing		
								ng postpetition following date:	
<u>O</u> 1	ficial Form 106I					MM / DD/ Y	YYY		
Sc	chedule I: Your Inc	ome							12/15
spoi	olying correct information. If you use. If you are separated and you has a separate sheet to this form. Describe Employment	ır spouse is not filing w	ith you, do not inclu	ıde infor	mati	on about your spe	ouse. If m	nore space is	needed,
1.	Fill in your employment information.		Debtor 1	Debtor 1 ☐ Employed			Debtor 2 or non-filing spouse ☐ Employed		
	If you have more than one job,	Employment status	☐ Employed						
	attach a separate page with information about additional	Employment status	■ Not employed			☐ Not e	☐ Not employed		
	employers.	Occupation							
	Include part-time, seasonal, or self-employed work.	Employer's name							
	Occupation may include student or homemaker, if it applies.	Employer's address							
		How long employed t	here?						
Par	Give Details About Mor	nthly Income							
	nate monthly income as of the d se unless you are separated.	ate you file this form. If	you have nothing to r	eport for	any	line, write \$0 in the	space. Ir	nclude your no	on-filing
	u or your non-filing spouse have me space, attach a separate sheet to		ombine the informatio	n for all	emp	loyers for that perso	on on the	lines below. If	you need
						For Debtor 1		btor 2 or ing spouse	
2.	List monthly gross wages, sala deductions). If not paid monthly,			2.	\$	0.00	\$	N/A	
3.	Estimate and list monthly overt	ime pay.		3.	+\$	0.00	+\$	N/A	

Official Form 106I Schedule I: Your Income page 1

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Debt	or 1	Sharyn G. Crosby		_	Case no	umber (<i>if known</i>)	14-36	563	
					F F	Anhton 4	Fa., D	10htau 2 au	
					For L	ebtor 1		ebtor 2 or iling spouse	
	Сор	y line 4 here		4.	\$	0.00	\$	N/A	
5.	List	all payroll deductions:							
	5a.	Tax, Medicare, and Social Security of	leductions	5a.	\$	0.00	\$	N/A	
	5b.	Mandatory contributions for retirement		5b.	\$	0.00	\$	N/A	
	5c.	Voluntary contributions for retireme	•	5c.	\$	0.00	\$	N/A	
	5d.	Required repayments of retirement	-	5d.	\$	0.00	\$	N/A	
	5e.	Insurance		5e.	\$	0.00	\$	N/A	
	5f.	Domestic support obligations		5f.	\$	0.00	\$	N/A	
	5g.	Union dues		5g.	\$	0.00	\$	N/A	
	5h.	Other deductions. Specify:		5h.+	\$	0.00	+ \$	N/A	
6.	Add	the payroll deductions. Add lines 5a+	5b+5c+5d+5e+5f+5g+5h.	6.	\$	0.00	\$	N/A	
7.	Cald	culate total monthly take-home pay. S	ubtract line 6 from line 4.	7.	\$	0.00	\$	N/A	
8.	List 8a.	all other income regularly received: Net income from rental property and profession, or farm Attach a statement for each property a	nd business showing gross						
		receipts, ordinary and necessary busin	ess expenses, and the total	0-	Φ.		œ.	N1/A	
	8b.	monthly net income. Interest and dividends		8a. 8b.	\$	0.00	\$	N/A N/A	
	8c.	Family support payments that you, a regularly receive	a non-filing spouse, or a dependen		Ψ	0.00	Ψ	IN/A	
		Include alimony, spousal support, child settlement, and property settlement.	support, maintenance, divorce	8c.	\$	0.00	\$	N/A	
	8d.	Unemployment compensation		8d.	\$	0.00	\$	N/A	
	8e.	Social Security		8e.	\$	622.00	\$	N/A	
	8f.	Other government assistance that yellnclude cash assistance and the value that you receive, such as food stamps Nutrition Assistance Program) or housing Specify:	(if known) of any non-cash assistant (benefits under the Supplemental	ce 8f.	\$	0.00	\$	N/A	
	8g.	Pension or retirement income		8g.	\$	0.00	\$	N/A	
	8h.	Other monthly income. Specify:		8h.+	\$	0.00	+ \$	N/A	
9.	Add	all other income. Add lines 8a+8b+8c+	+8d+8e+8f+8g+8h.	9.	\$	622.00	\$	N/A	
10.		culate monthly income. Add line 7 + lin the entries in line 10 for Debtor 1 and De		10. \$		622.00 + \$_		N/A = \$	622.00
11.	Inclu othe	e all other regular contributions to the ude contributions from an unmarried partier friends or relatives. not include any amounts already included cify:	ner, members of your household, you	ır deper		,	,	chedule J. 11. +\$	0.00
12.		the amount in the last column of line e that amount on the Summary of Schedies						12. \$	622.00
13.	_ `	you expect an increase or decrease wi	thin the year after you file this forn	n?				Combine monthly	
		No.							
		Yes. Explain: debtor seeking en	npioyment						

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Fill	in this informs	ation to identify y	our case:			1		
Deb						Cho	eck if this is:	
Всв	101 1	Sharyn G. C	rosby		_		An amended filing	
1	tor 2							wing postpetition chapter
(Spc	ouse, if filing)						13 expenses as of	the following date:
Unit	ed States Bankı	ruptcy Court for the	EASTE	RN DISTRICT OF VIRGIN	IIA		MM / DD / YYYY	
1	e number 14	4-36563						
Of	fficial Fo	orm 106J				1		
		J: Your						12/1
info	ormation. If m		eded, atta	. If two married people a ach another sheet to this n.				
Par 1.	t 1: Describe this a join	ribe Your House nt case?	hold					
	■ No. Go to		in a separ	rate household?				
	□ N □ Y		st file Offic	ial Form 106J-2, <i>Expense</i> :	s for Separate Hous	ehold of De	ebtor 2.	
2.	Do you hav	e dependents?	■ No					
	Do not list D		☐ Yes.	Fill out this information for each dependent	Dependent's relati		Dependent's age	Does dependent live with you?
	Do not state	the						□ No
	dependents	names.						☐ Yes
								□ No □ Yes
								□ No
								Yes
								□ No
3.	Do your exp	penses include	_	No				☐ Yes
	expenses o	of people other t d your depende	han □	Yes				
exp	imate your e	a date after the	our bankr	uptcy filing date unless y				napter 13 case to report of the form and fill in the
the		h assistance an		government assistance i cluded it on <i>Schedule I:</i> Y			Your exp	enses
4.		or home owners		uses for your residence. I or lot.	nclude first mortgag	је 4.	\$	0.00
	If not include	ded in line 4:						
		estate taxes				4a.	\$	200.00
		erty, homeowner's	s, or renter	's insurance		4a. 4b.	·	0.00
	4c. Home	maintenance, re	epair, and ı	upkeep expenses		4c.	·	0.00
_		eowner's associa				4d.	·	0.00
5.	Additional i	mortgage payme	ents for yo	our residence, such as ho	me equity loans	5.	ф	0.00

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ebtor 1 SI	naryn G. Crosby	Case number (if known)	14-36563
Utilities			
	ectricity, heat, natural gas	6a. \$	150.00
6b. W	ater, sewer, garbage collection	6b. \$	0.00
6c. Te	elephone, cell phone, Internet, satellite, and cable services	6c. \$	137.00
6d. Ot	her. Specify:	6d. \$	0.00
Food an	d housekeeping supplies	7. \$	150.00
	e and children's education costs	8. \$	0.00
	, laundry, and dry cleaning	9. \$	0.00
•	I care products and services	10. \$	30.00
	and dental expenses	11. \$	0.00
	rtation. Include gas, maintenance, bus or train fare.	·	
	iclude car payments.	12. \$	100.00
. Entertai	nment, clubs, recreation, newspapers, magazines, and	books 13. \$	0.00
Charitat	ole contributions and religious donations	14. \$	0.00
Insuran	ce.		
	iclude insurance deducted from your pay or included in lines	s 4 or 20.	
15a. Lif	e insurance	15a. \$	232.00
15b. He	ealth insurance	15b. \$	0.00
15c. Ve	ehicle insurance	15c. \$	90.00
15d. Ot	her insurance. Specify:	15d. \$	0.00
	Oo not include taxes deducted from your pay or included in li		
Specify:		16. \$	0.00
	ent or lease payments:		
	ar payments for Vehicle 1	17a. \$	400.00
	ar payments for Vehicle 2	17b. \$	0.00
	her. Specify:		0.00
17d. Ot	her. Specify:	17d. \$	0.00
	yments of alimony, maintenance, and support that you		0.00
	d from your pay on line 5, Schedule I, Your Income (Offi		0.00
	ayments you make to support others who do not live wi	<u></u>	0.00
Specify:		19.	
	al property expenses not included in lines 4 or 5 of this		
	ortgages on other property	20a. \$	0.00
	eal estate taxes	20b. \$	0.00
	operty, homeowner's, or renter's insurance	20c. \$	0.00
	aintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Ho	omeowner's association or condominium dues	20e. \$	0.00
. Other: S	pecify:	21. +\$	0.00
Coloulos	a value manthly avnance		
	e your monthly expenses I lines 4 through 21.	\$	4 400 00
	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	1,489.00
	by line 22 (monthly expenses for Debtor 2), if any, from Office		
22c. Add	l line 22a and 22b. The result is your monthly expenses.	\$	1,489.00
Calculat	e your monthly net income.		
	opy line 12 (your combined monthly income) from Schedule	I. 23a. \$	622.00
	ppy your monthly expenses from line 22c above.	23b\$	1,489.00
200. 00	by your monthly expenses northline 220 above.	Σουψ	1,403.00
23c Si	ubtract your monthly expenses from your monthly income.		
	re result is your <i>monthly net income</i> .	23c. \$	-867.00
For examp	expect an increase or decrease in your expenses within ole, do you expect to finish paying for your car loan within the year or on to the terms of your mortgage?		ase or decrease because of a
□ No.			
Yes.	Explain here: living expenses may increase		

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - AMENDED AND RELATED MOTIONS

Name of Deblor(s): Sharying. Crosby Case No. 14-3	Name of Debtor(s):	Sharyn G. Crosby	Case No: 14-36563
---	--------------------	------------------	-------------------

This plan, dated **December 8, 2015**, is:

- □ the *first* Chapter 13 plan filed in this case.
- a modified Plan, which replaces the
 - confirmed or □unconfirmed Plan dated 12/9/2014.

Date and Time of Modified Plan Confirming Hearing: January 20, 2016 @ 9:10 AM
Place of Modified Plan Confirmation Hearing:
701 E. Broad St. Rm 5100, Richmond, VA 23219

The Plan provisions modified by this filing are:

Extend plan to maintain payments without increasing monthly payment. Dividend to unsecured creditors remains at 21%

Creditors affected by this modification are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: \$202,924.74

Total Non-Priority Unsecured Debt: \$12,879.00

Total Priority Debt: **\$0.00**Total Secured Debt: **\$167,514.00**

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- 1. Funding of Plan. The debtor(s) propose to pay the trustee the sum of \$150.00 Monthly for 12 months, then \$150.00 Monthly for 45 months. Other payments to the Trustee are as follows: NONE . The total amount to be paid into the plan is \$8,550.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$ 4,953.00 balance due of the total fee of \$ 5,000.00 concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u> <u>Type of Priority</u> <u>Estimated Claim</u> <u>Payment and Term</u>

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u>
-NONE-

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

Creditor

Collateral Description

Adeq. Protection
Monthly Payment

To Be Paid By

-NONE-

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Approx. Bal. of Debt or Interest Creditor Collateral "Crammed Down" Value Rate Monthly Paymt & Est. Term**

-NONE-

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 21 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 19.67 %.
- B. Separately classified unsecured claims.

<u>Creditor</u> <u>Basis for Classification</u> <u>Treatment</u>

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- 5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).
 - A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

		Regular		Arrearage		Monthly
		Contract	Estimated	Interest	Estimated	Arrearage
Creditor	<u>Collateral</u>	Payment	<u>Arrearage</u>	Rate	Cure Period	Payment
Champion Mortgage	Location: 124 Briarcliffe Ct.,	0.00	0.00	0%	0 months	
	Colonial Heights VA 23834					

tax assessed value

B. Trustee to make contract payments and cure arrears, if any. The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

		Regular Contract	Estimated Interest	Term for	Monthly Arrearage
Creditor -NONE-	Collateral	<u>Payment</u>	Arrearage Rate	Arrearage	Payment

C. Restructured Mortgage Loans to be paid fully during term of Plan. Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

		Interest	Estimated	
Creditor	<u>Collateral</u>	Rate	<u>Claim</u>	Monthly Paymt& Est. Term**
-NONE-				

- **6. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.
 - A. Executory contracts and unexpired leases to be rejected. The debtor(s) reject the following executory contracts.

<u>Creditor</u> <u>Type of Contract</u>

B. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Volkswagon Credit Inc	Auto Lease	0.00		0 months
Usaa Savings Bank	Life Insurance Contract	0.00		0 months
Creditor	Type of Contract	<u>Arrearage</u>	for Arrears	Cure Period
			Payment	Estimated
			Monthly	

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7. Liens Which Debtor(s) Seek to Av

A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor -NONE-

Collateral

Exemption Amount

Value of Collateral

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor -NONE-

Signaturas.

Type of Lien

Description of Collateral

Basis for Avoidance

8. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- 9. Vesting of Property of the Estate. Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- 10. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:
 Champion Mortgage and Volkswagon Credit Inc. shall continue sending regular statements to debtor.

Signatures.	
Dated: December 8, 2015	
/s/ Sharyn G. Crosby	/s/ Richard J. Oulton, for America Law Group, Inc.
Sharyn G. Crosby	Richard J. Oulton, for America Law Group, Inc. 2964
Debtor	Debtor's Attorney

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);

Matrix of Parties Served with Plan

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Certificate of Service

I certify that on **December 8, 2015**, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Richard J. Oulton, for America Law Group, Inc.
Richard J. Oulton, for America Law Group, Inc. 2964
Signature

America Law Group, Inc. 2312 Boulevard Colonial Heights, VA 23834

Address

804-520-2428

Telephone No.

Ver. 09/17/09 [effective 12/01/09]

Bank of America Po Box 982235 El Paso, TX 79998

Capital One, N.a. Capital One Bank (USA) N.A. Po Box 30285 Salt Lake City, UT 84130

Champion Mortgage P.O. Box 40724 Lansing, MI 48901-7924

Chase Po Box 15298 Wilmington, DE 19850

Comenity Bank/Peebles Attention: Bankruptcy Po Box 182686 Columbus, OH 43218

Dsnb Macys 9111 Duke Blvd Mason, OH 45040

DSNB/Macy's PO Box 8053 Mason, OH 45040

Sears/cbna Po Box 6189 Sioux Falls, SD 57117

St. Francis Family Med Center PO Box 404893 Atlanta, GA 30384-4893

Syncb/belk Po Box 965028 Orlando, FL 32896 Toyota Motor Credit Co Toyota Financial Services Po Box 8026 Cedar Rapids, IA 52408

Usaa Savings Bank 10750 Mc Dermott San Antonio, TX 78288

Volkswagon Credit Inc National Bankruptcy Services 9441 Lbj Freeway, Suite 250 Dallas, TX 75241

Wells Fargo Card Services 1 Home Campus 3rd Floor Des Moines, IA 50328